

1 Daniel Berko (SBN: 94912)
2 **LAW OFFICE OF DANIEL BERKO**
3 819 Eddy St
4 San Francisco, CA, 94109
5 Tel: (415) 771-6174
6 Fax: (415) 474-3748
7 Email: daniel@berkolaw.com

8 Attorney for Defendants,
9 Bruce Owen and Alexandra Owen

10
11 UNITED STATES DISTRICT COURT
12
13 FOR THE
14
15 NORTHERN DISTRICT OF CALIFORNIA
16

11	UNITED STATES DEPARTMENT OF STATE)	Case No.: 4:19-cv-04094-HSG
12)	
13	Plaintiffs,)	DEFENDANT BRUCE OWEN AND
14)	ALEXANDRA OWEN'S ANSWER TO
15	vs.)	COMPLAINT OF THE UNITED STATES
16)	DEPARTMENT OF STATES
17	BRUCE OWEN and ALEXANDA OWEN)	
18)	DEMAND FOR JURY TRIAL BY
19)	DEFENDANTS
20	Defendants.)	
21)	
22)	
23)	
24)	
25)	
26)	
27)	
28)	

21
22 Defendants Bruce Owens and Alexandra Owens both and each answer the complaint of the
23 United States Department of State as follows:

- 24
- 25 1. Defendants deny the allegations of paragraph 1 that they continue to occupy the
26 premises without lawful authority. Defendants deny they are trespassing and defendants
27 deny that they are in unlawful detainer of the premises. In fact, defendants lawfully, in
28 all respects, occupy the premises,
 2. Defendants admit paragraph 2.

1 3. Defendants admit paragraph 3

2 4. Defendants are without knowledge or information sufficient to form a belief as to the
3 truth of the allegations contained in paragraph 4 and on that basis deny each and every
4 allegation therein except that defendants admit that the State Department is an executive
5 department of the United States government.

6 5. Defendants admit that they in fact reside at 3400 Washington Street, San Francisco,
7 California 94118.

8 6. Defendants are without knowledge or information sufficient to form a belief as to the
9 truth of the allegations contained in paragraph 6 and on that basis denies each and every
10 allegation therein, except defendants admit that the Secretary of State may protect and
11 preserve the property.

12 7. Defendants are without knowledge or information sufficient to form a belief as to the
13 truth of the allegations contained in paragraph 7 and on that basis denies each and every
14 allegation therein.

15 8. Defendants are without knowledge or information sufficient to form a belief as to the
16 truth of the allegations contained in paragraph 8 and on that basis denies each and every
17 allegation therein.

18 9. Defendants admit paragraph 9.

19 10. Defendants admit paragraph 10.

20 11. Defendants admit paragraph 11.

21 12. Defendants admit paragraph 12.

22 13. Defendants admit paragraph 13 except that they both are paying the rent, not simply Mr.
23 Owen.

24 14. Defendants admit paragraph 14, except that defendants deny their tenancy is month to
25 month.

26 15. Defendants are without knowledge or information sufficient to form a belief as to the
27 truth of the allegations contained in paragraph 15 and on that basis denies each and every
28 allegation therein, except that defendants affirmatively deny that the property did not

1 appear to be in use as a residence. In fact, it was very obvious the premises was being
2 used as a residence. Defendants further deny that multiple rooms were, or appeared to
3 be, set up as separate office spaces and deny that a large area was set aside for
4 commercial items.

5 16. Defendants deny all of the allegations of paragraph 16 and specifically deny that OFM
6 decided after the inspection to remove the property from the rental market. Further,
7 defendants deny that OPM expected that the residence would need “significant
8 maintenance and repair” and deny that OPM expected that the cost of the repair and
9 maintenance would exceed the rental income of the property. Defendants also
10 affirmatively deny that it was following the inspection of June 2018 that plaintiff
11 decided to remove the property from housing use or that the decision was the result of
12 that inspection.

13 17. Defendants are without knowledge or information sufficient to form a belief as to the
14 truth of the allegations contained in paragraph 17 and on that basis denies each and every
15 allegation therein except that defendants admit that their residence at 3400 Washington
16 Street, San Francisco, California is owned by the Government of Iran.

17 18. Defendants deny all of the allegations of paragraph 18 and specifically deny that OPM
18 has determined that it will not be able to meet the expected costs of repair and
19 maintenance of 3400 Washington Street from the rents received. Defendants deny that
20 the cost of expected maintenance and repair is estimated at \$5 million dollars and/or or
21 that the costs of repair and maintenance significantly exceed the available rental receipts.
22 Defendants are without knowledge or information sufficient to form a belief as to the
23 truth of the allegations contained in paragraph 18 that OFM intends to take 3400
24 Washington Street off the market and prepare it for long term storage and on that basis
25 denies those allegations.

26 19. Defendants are without knowledge or information sufficient to form a belief as to the
27 truth of the allegations contained in paragraph 19 and on that basis denies each and every
28 allegation therein.

1 20. Defendants admit paragraph 20, except that the Ellis Act is modified and limited as
2 allowed by local entities and in this case by San Francisco.

3 21. Defendants admit paragraph 21.

4 22. Defendants deny that OPM has complied with all federal, state and local law.

5 Defendants deny that OPM has complied with the Ellis Act or the San Francisco rent
6 ordinance. Defendants deny their tenancy has been terminated.

7 23. Defendants deny their tenancy is month-to-month or that the notice alleged therein was
8 effective for any purpose, but otherwise admit paragraph 23.

9 24. Defendants deny that the June 19, 2018 notice properly or legally informed them of their
10 rights or the rights afforded tenants or them under the San Francisco rent ordinance, but
11 admit that the notice did tell them they could be entitled to an extension of the date of
12 withdrawal for certain categories of tenants ands rights to relocation assistance.

13 25. Defendants admit paragraph 25.

14 26. Defendants admit paragraph 26.

15 27. As to paragraph 27, defendants deny that there was a new or any lawful withdrawal date
16 of their tenancy.

17 28. Defendants admit paragraph 28.

18 29. Defendants admit paragraph 29 except that they deny there was any lawful withdrawal
19 date as their tenancy remains in full force and effect.

20 30. Defendants admit paragraph 30 but deny there was any valid withdrawal of the premises
21 from the rental market and defendants deny that any of the contents of the notice (exhibit
22 "H") are true.

23 31. As to paragraph 31, Defendants admit that the notice demanded that they move out and
24 deliver up the premises but deny that Plaintiff is the owner or the owner's authorized
25 agent. Defendants further deny that plaintiff had any right to demand that they move our
26 or deliver the premises.

1 32. As to paragraph 32, defendants admit that they are in possession of the premises, but
2 deny the notice referred to or any notice from plaintiff to defendants has any legality or
3 force.

4 33. Defendants incorporate all previous denials as stated above.

5 34. Defendants deny their tenancy is month to month and deny their tenancy was lawfully
6 terminated and deny they are unlawfully in possession of the property and deny that
7 they are guilty of unlawful detainer.

8 35. Defendants deny that plaintiff has been damage in any way or at all

9 FIRST AFFIRMATIVE DEFENSE

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11 36. Plaintiff is retaliating against defendants for complaints that they made about the
12 habitability of the premises. Said eviction is unlawful and unconditional as a result.

13 SECOND AFFIRMATIVE DEFENSE

14 37. Plaintiff has no proper cause to evict defendants.

15 THIRD AFFIRMATIVE DEFENSE

16 38. Plaintiff is guilty of unclean hands including because defendants were led to believe
17 they could remain until Iran took back the premises as a consulate and plaintiff.
18 Furthermore, defendants were promised that their rent money would be used to keep the
19 premises well-maintained but plaintiff now uses its own failure to maintain the premises
20 and its own failure to use the rent money to keep the premises in good repair as a
21 justification for the eviction of defendants. Moreover and in addition, plaintiffs have
22 falsely stated their reasons for the eviction and when they decided to evict. Moreover,
23 plaintiffs are evicting defendants for the exercise of their first amendment rights.
24 Moreover, plaintiff is evicting defendants because plaintiff was cited for violation of San
25 Francisco Building and Housing codes which plaintiff blames on defendants. This
26 violates defendants' first amendment rights.

27 FOURTH AFFIRMATIVE DEFENSE

1 39. Plaintiff is guilty of laches because defendants have spent very substantial sums keeping
2 the premises habitable due to their understanding, induced by plaintiff, that that could
3 remain indefinitely until Iran needed the premises so long as they timely paid the rent.

4 FIFTH AFFIRMATIVE DEFENSE

5 40. Plaintiff has not complied with the San Francisco rent ordinance and the eviction is
6 unlawful and unauthorized as a result.

7 SIXTH AFFIRMATIVE DEFENSE

8 41. Plaintiff is estopped from evicting defendants because , defendants were promised that
9 their rent money would be used to keep the premises well-maintained but plaintiff now
10 uses its own failure to maintain the premises as a justification for the eviction of
11 defendants.

12 SEVENTH AFFIRMATIVE DEFENSE

13 42. Plaintiff owes defendants substantial sums of money for not maintaining the premises as
14 required by law, for damages to personal property, for personal injury, and for a
15 reduction in rent which amount should offset any award to plaintiff, if any, which
16 defendants deny any sum at all is due to plaintiff with or without the offset;

17 EIGHTH AFFIRMATIVE DEFENSE

18 43. The eviction and this action violate defendants' rights to due process under the United
19 State and California constitutions. Plaintiff does not have a just cause or good cause
20 reason to evict defendants. Defendants have a protected property interest in their tenancy
21 and no cause to terminate that interest exists

22 NINTH AFFIRMATIVE DEFENSE

23 44. Plaintiff does not have standing under the Ellis Act or the San Francisco rent law to evict
24 defendants.
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26 TENTH AFFIRMATIVE DEFENSE

27 45. Plaintiff does not have just cause or any right under the San Francisco Rent Ordinance to
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1 evict defendants or to terminate their tenancy nor have they terminated the tenancy in
2 compliance with the San Francisco rent ordinance

3 WHEREFORE DEFENDANTS PRAY:

- 4 1. Plaintiff take nothing by way of its complaint;
5 2. Defendants be awarded their costs of suit;
6 3. For such other and/or further relief as the court deems just and proper;
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8 /S/ DANIEL BERKO
9 Daniel Berko
10 Attorney for Defendants,
11 BRUCE OWEN AND ALEXANDRA
12 OWEN

13 DEFENDANTS' DEMAND FOR JURY TRIAL

14 DEFENDANTS hereby demand a jury trial on all issues.
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16

17 /S/ DANIEL BERKO
18 Daniel Berko
19 Attorney for Defendants,
20 BRUCE OWEN AND ALEXANDRA
21 OWEN
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